

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

FRANZ P. SCHMID, JR. AND
MELINDA SCHMID,

Plaintiffs,

VS.

WELLS FARGO HOME MORTGAGE, INC.,

Defendant.

Civil Action No. 1:19-cv-

INDEX TO EXHIBIT A TO DEFENDANT'S NOTICE OF REMOVAL

Date	Description
3/18/2019	Verified Complaint
3/19/2019	Summons
4/17/2019	Return of Service

STATE OF RHODE ISLAND
KENT, SC.

SUPERIOR COURT

FRANZ P. SCHMID, JR AND
MELINDA SCHMID,
Plaintiffs,

v.

WELLS FARGO HOME MORTGAGE, INC.
Defendant.

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C.A. No.: KC-2019-

VERIFIED COMPLAINT

1. The Plaintiff, Franz P. Schmid, Jr. ("Mr. Schmid") is a resident of the State of Rhode Island with a residential address of Four Home Street, 2nd Floor, West Warwick, Rhode Island 02893.
2. The Plaintiff, Melinda Schmid ("Mrs. Schmid") (collectively, "the Schmid") is a resident of the State of Rhode Island with a residential address of Four Home Street, 2nd Floor, West Warwick, Rhode Island 02893.
3. Upon information and belief, the Defendant, Wells Fargo Home Mortgage, Inc. ("Wells Fargo"), is a foreign corporation organized under the laws of the State of California with a principal place of business located at 1 Home Campus MAC X2401-49, Des Moines, Iowa 50328.

JURISDICTION

4. This Honorable Court has proper personal jurisdiction over Wells Fargo, as Wells Fargo has sufficient minimum contacts with the State of Rhode Island such that the exercise of personal jurisdiction over Wells Fargo is proper.
5. This Honorable Court has proper subject-matter jurisdiction over Wells Fargo, as the amount in controversy exceeds the amount of at least \$10,000.00.

6. This Honorable Court is the proper venue for this matter, as a substantial part of the transaction or occurrence of events leading up to the filing of this complaint occurred in the Town of West Warwick, County of Kent, State of Rhode Island.

FACTS

7. The Schmids were the record owner of the property located at 8657 Edgewater Avenue, Galloway, Ohio 43119 (the "Property").
8. On or about in 2006, the Schmids allegedly executed a Promissory Note (the "Note") in order to purchase the Property. As security to repay the Note, the Schmids allegedly granted a mortgage ("Mortgage") covering the Property to Wells Fargo.
9. Sometime in early 2012, the Schmids fell a bit behind on their payments and began receiving foreclosure notices from Wells Fargo.
10. Sometime in September 2012, engaged an attorney to represent them in defending the foreclosure.
11. Sometime in the year 2013 or 2014, the Schmids applied to Wells Fargo for a loan modification of their existing Mortgage.
12. Due to a self-admitted "faulty calculation" on the part of Wells Fargo, the Schmids loan modification application was improperly denied.
13. After improperly declining the loan modification, sometime in 2014, Wells Fargo proceeded to initiate a foreclosure sale on the Property.
14. The foreclosure sale proceeded sometime in 2014 and the Property was sold to a third-party purchaser.

15. After the foreclosure on the Property occurred, the Schmids incurred significant moving expenses in an attempt to relocate to another State, eventually settling at their current address in West Warwick, Rhode Island.
16. Specifically, the Schmids had to borrow an initial \$2,500 from a family friend in order to help them pay for a moving truck, movers, and a car rental.
17. In addition, the Schmids incurred storage costs of approximately \$6,000.00 to store their personal and family belongings off-site, incurred hotel expenses of approximately \$1,200.00 over a thirteen (13) day period while attempting to find a new place to stay, and incurred transportation expenses of approximately Eight Hundred and 00/100 Dollars (\$800) for the initial eight (8) month period after they moved to Rhode Island.
18. The Schmids have incurred rent payments to rent their current property in West Warwick at a rate of Seven Hundred Fifty and 00/100 Dollars (\$750) per month since November 2014, totaling approximately \$39,000.00 in rent payments since the wrongful foreclosure occurred.
19. In addition to the financial costs of being wrongfully foreclosed upon, these circumstances have also caused great physical and emotional distress upon the Schmids and their children.
20. Specifically, Mr. Schmid has been hospitalized at least twice since the wrongful foreclosure's occurrence, and currently suffers from extreme mental anguish in the form of panic attacks, depression, and heightened anxiety, symptoms that have been greatly heightened since the wrongful foreclosure in 2014, and even more so upon learning that the foreclosure was done in error due to the faulty calculation by Wells Fargo.
21. On or about September 18, 2018, Wells Fargo sent the Schmids a letter in which they explicitly and unequivocally acknowledged their mistake in wrongfully denying the

Schmids a loan modification due to a “faulty calculation” on their end, and that had this “faulty calculation” been correct, their trial period for a loan modification would have been approved, thereby preventing the foreclosure from ever occurring. See Exhibit A, attached hereto, Correspondence from Wells Fargo, dated September 18, 2018.

22. Not only did Wells Fargo admit to making an improper calculation, it also acknowledged its wrongdoing by indicating “We want to make things right.” See Ex. A.

COUNT I
(Wrongful Foreclosure)

23. The Schmids re-state and re-incorporate the allegations of paragraphs one (1) through twenty -two (22) as if fully set forth herein.
24. Sometime in 2013, the Schmids applied for a loan modification of their existing loan through Wells Fargo.
25. Based upon a self-admitted “faulty calculation” by Wells Fargo, the Schmids were wrongfully denied a proper loan modification of their loan with Wells Fargo.
26. Due to the self-admitted “faulty calculation” by Wells Fargo, the Schmids Property was foreclosed on and were forced to re-locate to Rhode Island.
27. As a result of their relocation, the Schmidt’s incurred significant expenses, including but not limited to moving, storage, transportation, and rent expenditures.

WHEREFORE, the Schmids respectfully request that this Honorable Court (i) enter judgment in their favor and against the Defendant, Wells Fargo, plus interest, attorneys’ fees, and costs in accordance with R.I. Gen. Laws §§ 9-1-45 and 9-21-10 and; (ii) award the Schmids such other and further relief this Court deems meet and just.

COUNT II
(Breach of Contract)

28. The Schmids re-state and re-incorporate the allegations of paragraphs one (1) through twenty-seven (27) as if fully set forth herein.

29. Sometime in the year 2013, the Schmids applied to Wells Fargo for a loan modification of their existing Agreement with Wells Fargo.

30. Wells Fargo had an obligation to ensure that it properly and carefully evaluated the Schmids' application for the loan modification.

31. As a result of a self-admitted "faulty calculation" on the part of Wells Fargo, the Schmids were wrongfully denied a proper loan modification of their existing Agreement with Wells Fargo.

32. As a direct and proximate result of the denial of a proper loan modification in favor of the Schmids, the Schmids suffered the loss of their Property as the result of a wrongful foreclosure, forcing them to relocate to the State of Rhode Island.

WHEREFORE, the Schmids respectfully request that this Honorable Court (i) enter judgment in their favor and against the Defendant, Wells Fargo, plus interest, attorneys' fees, and costs in accordance with R.I. Gen. Laws §§ 9-1-45 and 9-21-10 and; (ii) award the Schmids such other and further relief this Court deems meet and just.

COUNT III
(Negligent Misrepresentation)

33. The Schmids re-state and re-incorporate the allegations of paragraphs one (1) through thirty-two (32) as if fully set forth herein.

34. When calculating the terms of the loan modification, Wells Fargo negligently misrepresented that the Schmids did not qualify for a loan modification of their loan when in fact they did.

35. Wells Fargo knew or should have known the falsity of its statements to the Schmids that they did not qualify for a loan modification.

36. The Schmids have been damaged as a result of Wells Fargo's negligent misrepresentations in an amount not yet ascertained and to be determined at trial.

WHEREFORE, the Plaintiffs, the Schmids respectfully request that this Honorable Court (i) enter judgment in their favor and against the Defendant, Wells Fargo, plus interest, attorneys' fees, and costs in accordance with R.I. Gen. Laws §§ 9-1-45 and 9-21-10 and; (ii) award the Schmids such other and further relief this Court deems meet and just.

COUNT IV
(Unjust Enrichment)

37. The Schmids and Wells Fargo were parties to an Agreement regarding the amount owed to Wells Fargo as a Promissory Note to help finance the purchase of the Property.

38. Sometime in 2013, the Schmids applied for a loan modification, but were denied a loan modification due to Wells Fargo's "faulty calculation."

39. As a direct and proximate result of Wells Fargo's "faulty calculation," Wells Fargo wrongfully foreclosed on the Schmids property.

40. By foreclosing on the Property, Wells Fargo has been unjustly enriched at the expense of the Schmids.

41. The failure of Wells Fargo to pay and compensate and/or reimburse the Schmids for the expenses incurred as a result of Wells Fargo error will result in unjust enrichment to

Wells Fargo at the expense of the Schmids.

WHEREFORE, the Schmids respectfully request that this Honorable Court (i) enter judgment in their favor and against the Defendant, Wells Fargo, plus interest, attorneys' fees, and costs in accordance with R.I. Gen. Laws §§ 9-1-45 and 9-21-10 and; (ii) award the Schmids such other and further relief this Court deems meet and just.

COUNT V
(Intentional Infliction of Emotional Distress)

42. The Schmids re-state and re-incorporate the allegations of paragraphs one (1) through forty-one (41) as if fully set forth herein.

43. The actions and conduct of Wells Fargo in committing their self-admitted "faulty calculation" that led to the denial of a proper loan modification for the Schmids constituted extreme and outrageous conduct under the circumstances.

44. Wells Fargo knew, or should have known, that its conduct under the circumstances was extreme and outrageous.

45. As a result of Wells Fargo's extreme and outrageous conduct, the Schmids have sustained damages in the form of emotional distress, as well as monetary damages, stemming from facing an unwarranted and illegal foreclosure procedure on the Property that led to its eventual wrongful sale.

WHEREFORE, the Schmids respectfully request that this Honorable Court (i) enter judgment in their favor and against the Defendant, Wells Fargo, plus interest, attorneys' fees, and costs in accordance with R.I. Gen. Laws §§ 9-1-45 and 9-21-10 and; (ii) award the Schmids such other and further relief this Court deems meet and just.

THE PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

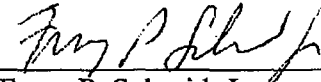
THE PLAINTIFFS HEREBY DESIGNATE THE LAW FIRM OF BILODEAU CAPALBO, LLC AS THEIR TRIAL COUNSEL.

Respectfully Submitted,
Plaintiffs,
Franz P. Schmid and Melinda Schmid,
By her Attorneys,

/s/ Ryanna T. Capalbo
Ryanna T. Capalbo, Esq. (#8314)
Alexander D. Schultheis, Esq. (#9534)
Bilodeau Capalbo, LLC
1300 Division Road, Suite 201
West Warwick, Rhode Island 02893
Tel: (401)-300-4055
Fax: (866)-894-4852
aschultheis@bilodeaucapalbo.com
rcapalbo@bilodeaucapalbo.com
Dated: March 6, 2019


VERIFICATION

I, Franz P. Schmid, Jr. Plaintiff in the above-captioned action, having been duly sworn, do hereby depose and state that I have read the following allegations set forth in the within Verified Complaint and said allegations are true and correct to the best of my knowledge.



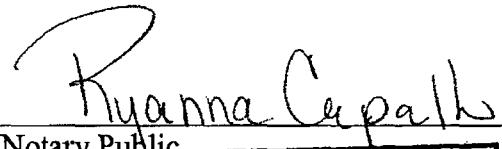
Franz P. Schmid, Jr.

I, Melinda Schmid, Plaintiff in the above-captioned action, having been duly sworn, do hereby depose and state that I have read the following allegations set forth in the within Verified Complaint and said allegations are true and correct to the best of my knowledge.



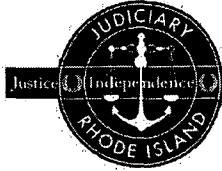
Melinda Schmid

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 6th DAY OF MARCH, 2019.



Notary Public
Name: RYANNA T. CAPALBO
Notary Public, State of Rhode Island
My Commission Expires: Dec. 17, 2022
Commission # 751938

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

SUMMONS

Plaintiff Franz P. Schmid v. Defendant Wells Fargo Home Mortgage, Inc.	Civil Action File Number KC-2019-0318 Attorney for the Plaintiff or the Plaintiff Ryanna Tyler Capalbo Address of the Plaintiff's Attorney or the Plaintiff BILODEAU CAPALBO LLC 1300 DIVISION ROAD SUITE 201 WEST WARWICK RI 02893
Noel Judicial Complex Kent County 222 Quaker Lane Warwick RI 02886 (401) 822-6900	Address of the Defendant 1 Home Campus MAC X2401-49 Des Moines IA 50328

TO THE DEFENDANT, Wells Fargo Home Mortgage, Inc.:

The above-named Plaintiff has brought an action against you in said Superior Court in the county indicated above. You are hereby summoned and required to serve upon the Plaintiff's attorney, whose address is listed above, an answer to the complaint which is herewith served upon you within twenty (20) days after service of this Summons upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 3/19/2019.

/s/ Nancy Striuli
Clerk

Witness the seal/watermark of the Superior Court



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

Plaintiff

Franz P. Schmid

v.

Defendant

Wells Fargo Home Mortgage, Inc.

Civil Action File Number

KC-2019-0318

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of this Summons, complaint, Language Assistance Notice, and all other required documents received herewith upon the Defendant, Wells Fargo Home Mortgage, Inc., by delivering or leaving said papers in the following manner:

- ☐ With the Defendant personally.
- ☐ At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

- ☐ With an agent authorized by appointment or by law to receive service of process.
- Name of authorized agent _____
- If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

- ☐ With a guardian or conservator of the Defendant.

Name of person and designation _____

- ☐ By delivering said papers to the attorney general or an assistant attorney general if serving the state.

- ☐ Upon a public corporation, body, or authority by delivering said papers to any officer, director, or manager.

Name of person and designation _____

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

Upon a private corporation, domestic or foreign:

☐ By delivering said papers to an officer or a managing or general agent.

Name of person and designation _____

☐ By leaving said papers at the office of the corporation with a person employed therein.

Name of person and designation _____

☐ By delivering said papers to an agent authorized by appointment or by law to receive service of process.

Name of authorized agent _____

If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

☐ I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: _____

Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE _____

SIGNATURE OF PERSON OTHER THAN A SHERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE NOTARIZED.

Signature _____

State of _____

County of _____

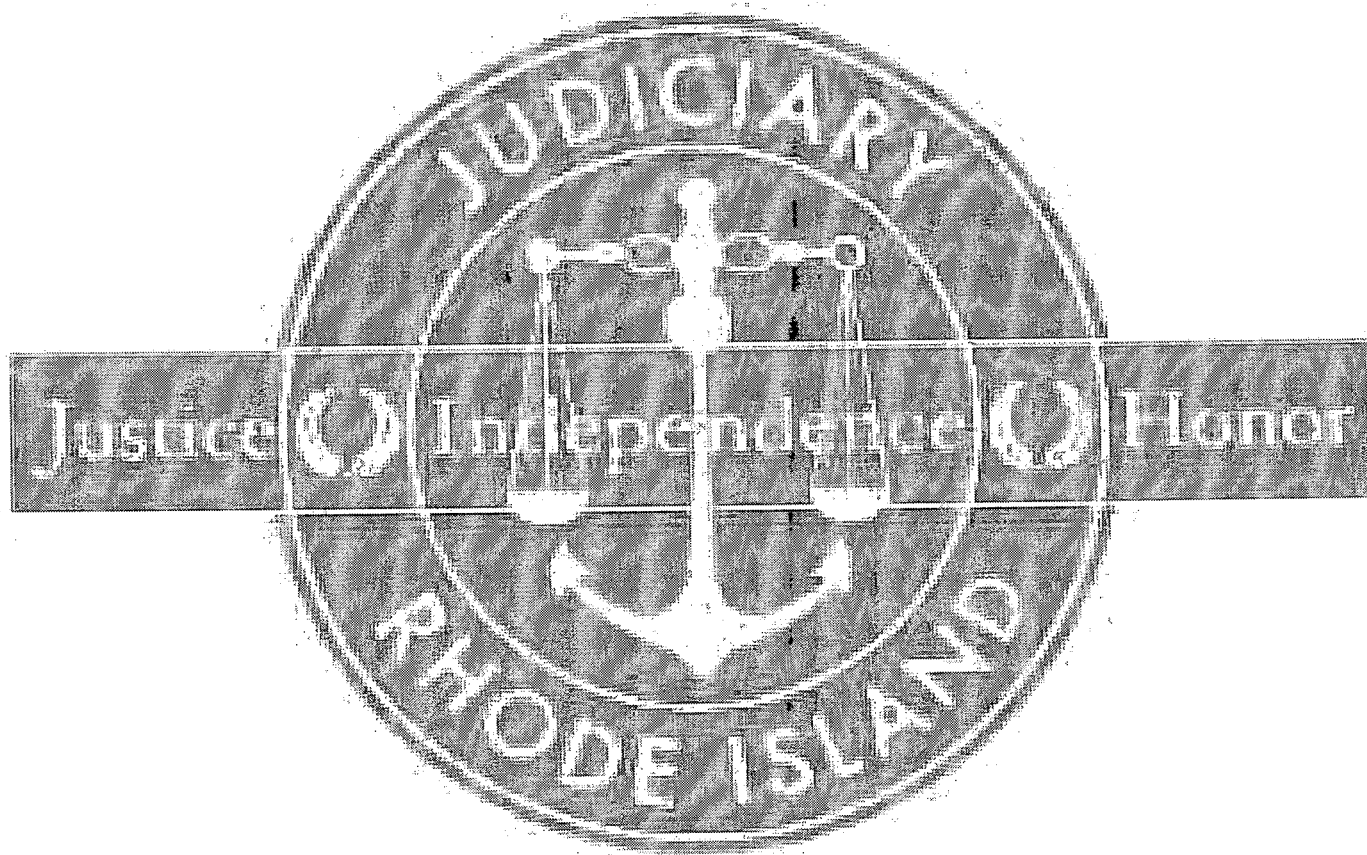
On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____

or ☐ proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____

My commission expires: _____

Notary identification number: _____



RETURN OF SERVICE

In the Rhode Island District Court For PROVIDENCE PLANTATIONS

Case Name: FRANZ P SCHMID

VS

WELLS FARGO HOME MORTGAGE INC

Case No.: KC 2019 0318 Sheriff's File No.: 19013749

Notice rec'd : 4/10/2019

STATE OF IOWA POLK COUNTY } SS.

I certify that I served a copy of : SUMMONS/COMPLAINT

to WELLS FARGO HOME MORTGAGE INC Type of service: REGISTERED AGENT

by delivering a copy to: Vicki reed

a person at least 18 years of age described as

Address of service: CORP SERVICE COMPANY 505 5TH AVENUE #729 DES MOINES, IA
50309

Date and time of service: 4/11/2019 2:52 PM

Trips:

There are no additional service attempts

Reason: ,

FEES:

MILEAGE FEE (\$1.16)

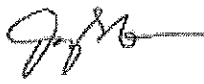
PROCESSING FEE (\$30.00)

Total:\$31.16

KEVIN J. SCHNEIDER

Sheriff

Polk County, Iowa



JEREMY STONE Deputy/Server



BILODEAU CAPALBO, LLC

Via Regular Mail

April 3, 2019

Polk County Sheriff's Office
Attention: Civil Process
222 Fifth Avenue
Des Moines, IA 50309

Re: Franz Schmid and Melinda Schmid VS. Wells Fargo Home Mortgage, Inc.
C.A. No.: KC2019-0318

Dear Sheriff:


Enclosed please find the original Summons and copies of the Summons and Complaint, along with check #1349 in the amount of \$80.00 for the out of state service fee. Please proceed to serve this Summons and Complaint upon the Defendant as indicated below.

Wells Fargo Home Mortgage, Inc.
1 Home Campus (MAC X2401-49)
Des Moines, IA 50328

Once you have obtained service, please fill out and execute the original Summons and forward same to our office. I have enclosed a self-addressed, stamped envelope for your convenience in responding.

Should you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,


Deana Peters,
Legal Assistant
Bilodeau Capalbo, LLC

Enclosures

1350 Division Road, Suite 102
West Warwick, Rhode Island 02893
Telephone: (401) 737-4003
Fax: (866) 894-4852
www.BilodeauCapalbo.com

Andrew R. Bilodeau +*++
Ryanna T. Capalbo*++^#
Alex Schultheis *^

+ Admitted in District of Columbia
^ Admitted in Massachusetts
* Admitted in Rhode Island
++ Admitted in Connecticut
Admitted in Michigan

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

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If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Your answer must also be filed with the court.

As provided in Rule 13(a) of the Superior Court Rules of Civil Procedure, unless the relief demanded in the complaint is for damage arising out of your ownership, maintenance, operation, or control of a motor vehicle, or unless otherwise provided in Rule 13(a), your answer must state as a counterclaim any related claim which you may have against the Plaintiff, or you will thereafter be barred from making such claim in any other action.

This Summons was generated on 3/19/2019.

/s/ Nancy Striuli
Clerk

Witness the seal/watermark of the Superior Court

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

Plaintiff

Franz P. Schmid

v.

Defendant

Wells Fargo Home Mortgage, Inc.

Civil Action File Number

KC-2019-0318

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of this Summons, complaint, Language Assistance Notice, and all other required documents received herewith upon the Defendant, Wells Fargo Home Mortgage, Inc., by delivering or leaving said papers in the following manner:

☐ With the Defendant personally.

☐ At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

☐ With an agent authorized by appointment or by law to receive service of process.

Name of authorized agent _____

If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below. _____

☐ With a guardian or conservator of the Defendant.

Name of person and designation _____

☐ By delivering said papers to the attorney general or an assistant attorney general if serving the state.

☐ Upon a public corporation, body, or authority by delivering said papers to any officer, director, or manager.

Name of person and designation _____

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

SUPERIOR COURT

Upon a private corporation, domestic or foreign:

☐ By delivering said papers to an officer or a managing or general agent.

Name of person and designation _____

☐ By leaving said papers at the office of the corporation with a person employed therein.

Name of person and designation _____

☐ By delivering said papers to an agent authorized by appointment or by law to receive service of process.

Name of authorized agent _____

If the agent is one designated by statute to receive service, further notice as required by statute was given as noted below.

☐ I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: _____

Month / Day / Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE _____

SIGNATURE OF PERSON OTHER THAN A SHERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE NOTARIZED.

Signature _____

State of _____

County of _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ ☐ personally known to the notary

or ☐ proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence,

and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____

My commission expires: _____

Notary identification number: _____

